

necessary to act as the single State agency for the administration of the Kansas Medicaid Plan.

### III. COOPERATIVE RELATIONSHIPS

- A. Meetings - To further the functioning of this agreement, a meeting shall be held at least quarterly between the staffs of the two agencies. SRS shall call, chair, and document the meetings.
- B. Training - Each agency agrees to provide, upon its own request or the request of the other agency, necessary training programs for the staff of the other agency.

### IV. FINANCIAL AGREEMENT

Payments to KDHE for services under this agreement shall be pursuant to the Governor's Budget Amendment No. 3, Item No. 4, for FY 1990 and shall not exceed \$1,206,880 for the base period of this agreement. The payment process shall be construed and applied to meet all applicable Medicaid requirements.

### V. CONSTRUCTION AND APPLICATION OF AGREEMENT

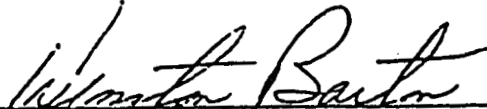
This agreement shall be construed and applied to be in conformity with all federal Medicaid requirements and standards, including but not limited to: 42 U.S.C. 1396a et seq., 42 C.F.R. Title 42 and Title 45, and especially 42 C.F.R. 456, 600 et seq. and 42 C.F.R. 431.10. In the event of conflict of any of the provisions of this agreement with those federal requirements and standards, the conflicting provisions of this agreement shall be void.


### VI. ATTACHED PROVISIONS

The provisions found in Contractual Provisions Attachment - Form DA-146a, which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof.

### VII. EXTENSION

Extensions of this agreement beyond its base term ending June 30, 1990, shall be agreed in writing by the Secretaries and shall be for specific, limited periods and fiscal amounts.

  
Winston Barton, Secretary of  
Social and Rehabilitation Services

  
Stanley Grant, Secretary of  
Health and Environment

MS-89-26 Approval Date 11/16/90 Effective Date 10/1/89 Supersedes TN# Nothing

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The provisions found in Contractual Provisions Attachment (form DA-146c), which is attached herein and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof."

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

If, in the judgment of the Director of Accounts and Reports, State Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 60 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. DISCLAIMER OF LIABILITY

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

5. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and to not discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 197b Supp. 44-1031; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such act by the Kansas Commission on Civil Rights, shall constitute a breach of the contract and it may be cancelled, terminated or suspended in whole or in part by the Director of Purchases, State Department of Administration.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with this agency of the Kansas state government total less than \$5,000 during this fiscal year.

6. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to bind the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges; and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

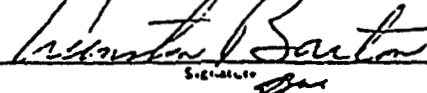
9. RESPONSIBILITY FOR TAXES

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

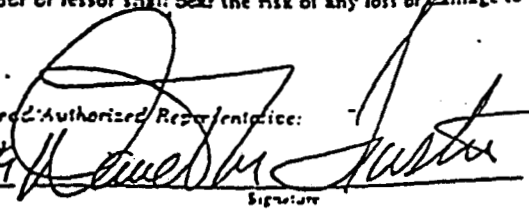
10. INSURANCE

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the state to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 1979 Supp. 75-5101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

Vendor/Contractor

6/15/89   
Date Signature

Agency Head/Authorized Representative:

7/18/89   
Date Signature

# KANSAS MEDICAID STATE PLAN

## Salina Team:

- 2 desks
- 2 chairs
- 1 metal stand
- 1 wastebasket
- 2 file cabinets
- 1 folding chair
- 1 fan
- 2 floor mats

## Wichita Team:

- 2 desk
- 3 file cabinet
- 2 chairs
- 1 lamp
- 1 wastebasket

## Concordia Team:

- 2 desks
- 2 chairs
- 6 drawer file cabinet
- 1 shelf for forms
- 2 phones
- 2 wastebaskets

## Hoxie Team:

- 1 desk
- 1 chair
- 1 5 drawer
- 1 typewriter
- 1 phone
- 1 cabinet for forms
- 1 trash can

## Topeka Team(s)

- 1 Herman Miller desk units-  
(overhead cabinet, drawers, & bulletin board)
- 4 Herman Miller extender tables
- 4 straight chairs
- 4 filing cabinets
- 2 typewriters
- 4 trash cans
- 4 telephones

Attachment 4.16-A (IOC Teams)  
Page 6

Darcy: Topeka A

- 1 desk
- 1 chair
- 1 DG
- 1 Herman Miller table
- 1 typewriter
- 1 4 drawer lateral file
- 1 3 drawer file cabinet
- 1 book shelf
- 1 telephone
- 1 wastebasket
- 1 fan
- 2 bulletin boards

## Coldwater Team:

- 2 desks
- 2 chairs
- 2 file cabinets
- 1 wastebasket
- 1 phone

Evelyn: Topeka Off

- 1 desk
- 1 Herman Miller desk
- 1 table
- 3 chairs
- 1 file cabinet
- 2 small stands
- 1 bookcase
- 2 bulletin boards
- 1 wastebasket
- 1 telephone

# KANSAS MEDICAID STATE PLAN

Attachment 4.16-A (IOC Teams)  
Page 7

## Chanute SRS Area Office: (2 teams)

- 2 desks - pedestal
- 2 chairs
- 2 file drawers, 1 5 drawer/1 4 drawer
- 1 2 drawer
- 1 long conference table

## Osawatomie SRS Area Office:

- 1 5 drawer file
- 1 book case
- 1 table
- 1 chair (broken)

## Wichita SRS Area Office:

- 2 desks
- 2 file cabinet
- 1 chair
- 1 waste basket

## Kansas City Area Office:

NO FURNITURE

Kansas City Area Office has for their use:

- 2 modular Herman Miller units with 3 file drawers built in.
- 1 5 drawer file cabinet
- 2 2 drawer file cabinets

## Hutchinson Area Office:

- 2 desks - Herman Miller
- 2 chairs
- 2 file cabinets 4 drawer

## Veletta / Dr. Zimmerman

*Topoka Office*

- 1 desk
- 1 table, typing
- 1 plastic floor mat
- 1 Herman Miller panel 5' x 5'
- 1 Herman Miller panel 2' x 5'
- 1 bulletin board 3'x2'
- 1 5 drawer lateral
- 1 4 drawer lateral
- 4 5 drawer file cabinets
- 1 secretary chair
- 1 IBM typewriter

- 1 small desk
- 1 chair
- 1 3 shelf book case
- 1 table
- 2 chairs

## Pat

*Topoka Office*

- 1 desk
- 1 4 shelf file cabinet
- 3 small tables
- 3 chairs
- 1 desk chair
- 1 fan
- 1 5 drawer file cabinet
- 1 desk lamp

SPECIAL LIMITED POWER OF ATTORNEY

Know all men by these presents, that I, the undersigned, Stanley C. Grant, Ph.D., Secretary of Health and Environment, in the county of Shawnee, State of Kansas, hereby appoint David M. Traster, General Counsel, Kansas Department of Health and Environment, in the county of Shawnee, State of Kansas, as my attorney in fact to execute in my behalf all official Kansas Department of Health and Environment documents including, but not limited to, orders, contracts, letters, notices, licenses, and permits.

RATIFICATION

Be it also known that I, Stanley C. Grant, Ph.D., hereby ratify the execution of all official Kansas Department of Health and Environment documents previously made in my behalf by David M. Traster.

LIMITATIONS OF AUTHORITY

The powers of said General Counsel shall be limited to the extent set out in writing in this limited power of attorney, and shall not include any other power not herein specified.

EFFECTIVE TIME

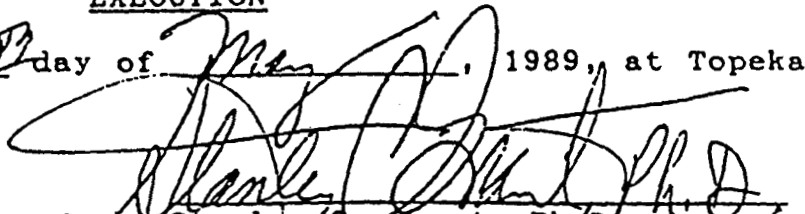
This limited power of attorney shall become effective immediately and shall remain in full force and effect until such time that either Stanley C. Grant, Ph.D. or David M. Traster no longer serve the Department of Health and Environment in their present capacities as Secretary and General Counsel respectively, or upon revocation by the Secretary.

PRESERVATION OF POWER

The power herein granted to the General Counsel shall in no way limit or diminish any other power presently held by said General Counsel in his capacity as attorney to the Secretary.

EXECUTION

Executed this 11/13 day of May, 1989, at Topeka, Kansas.

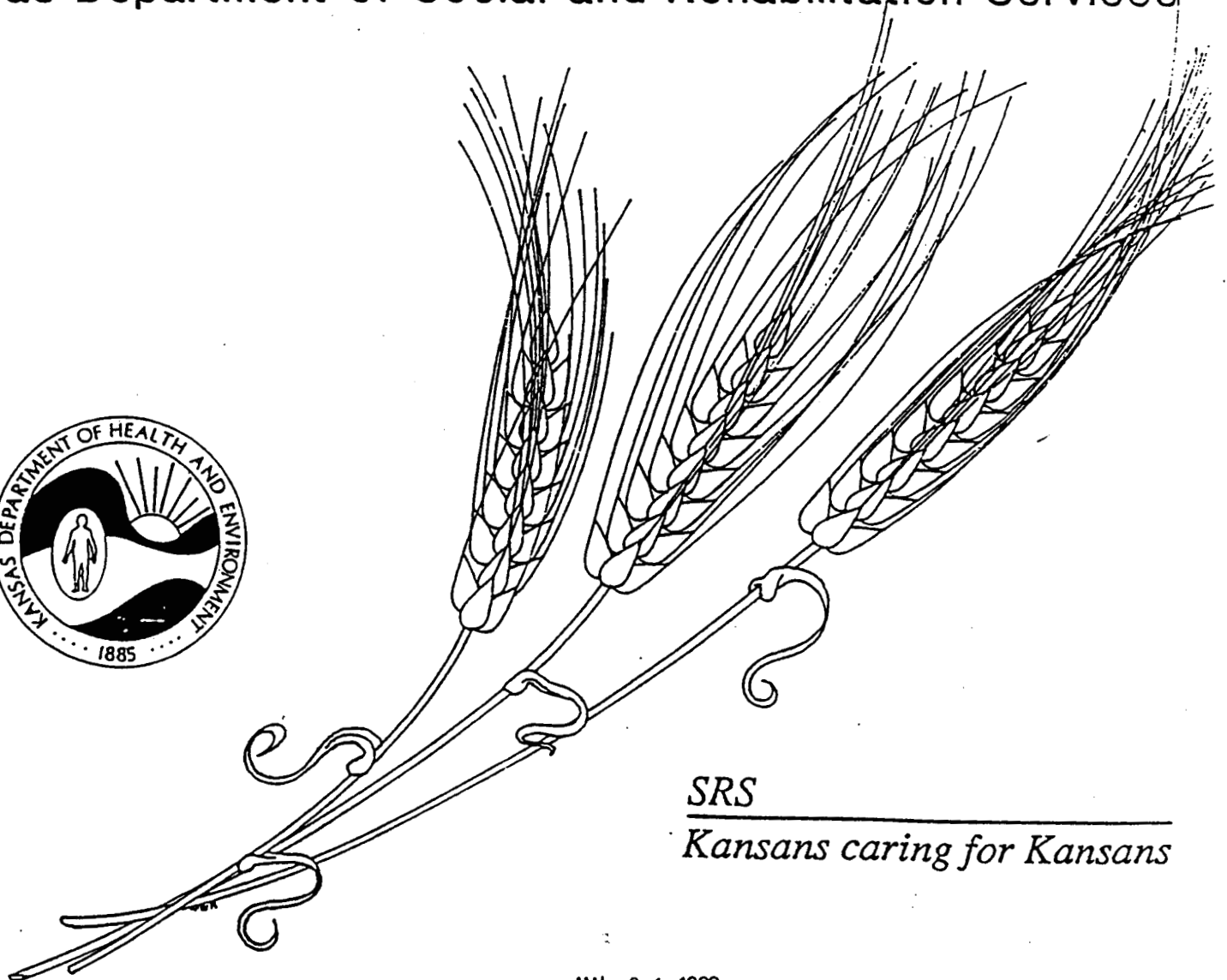
  
Stanley C. Grant, Ph.D.  
Kansas Department of Health and  
Environment

TN# MS-89-26 Approval Date 11/16/90 Effective Date 10/1/89 Supersedes TN# Nothing

# COOPERATIVE AGREEMENT

Kansas Department of Health and Environment  
and

Kansas Department of Social and Rehabilitation Services



SRS

*Kansans caring for Kansans*

This Interagency Agreement was developed under the Auspices of

Robert C. Harder, Secretary

Kansas Department of Health and Environment

and

Donna Whiteman, Secretary

Kansas Department of Social and Rehabilitation Services

July 1, 1993

COOPERATIVE AGREEMENT BETWEEN  
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
AND  
KANSAS DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

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KANSAS MEDICAID STATE PLAN

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KDHE/SRS

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COOPERATIVE AGREEMENT BETWEEN  
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
AND  
KANSAS DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

I. Purpose and Philosophy

The purpose of this agreement is to provide an integrated system of high quality, comprehensive health services to citizens of Kansas, many of whom are underserved.

This Agreement between Kansas Department of Health and Environment, hereinafter referred to as KDHE, and the Kansas Department of Social and Rehabilitation Services, hereinafter referred to as SRS, shall assure the following:

- A. A mutually agreed upon goal and set of objectives that delineates both the mutual and individual responsibilities of the parties in the provision of services to low income families in Kansas, including individuals determined eligible for both Title V and the Medical Assistance services;
- B. A definition of the scope of services provided either on-site or by referral;
- C. The development of a cooperative relationship at the State level to prevent duplication of services; and to assist local SRS area offices, health departments, and other local agencies to develop cooperative relationships;
- D. A joint plan to establish a fiscal protocol that will maximize utilization of funds in providing services to the beneficiaries.

II. Authority for Agreement

In the State of Kansas, authority and responsibility for the administration of health programs including Title V and Title XIX of the Social Security Act of 1935, as amended, has been delegated to KDHE and SRS. In addition to Title V and Title XIX Programs, KDHE and SRS have the administrative responsibility to serve similar populations in programs such as Food Stamp, Migrant, Refugee, family planning, special supplemental food program for women, infants and children (WIC) and immunization.

Federal laws and regulations mandate cooperation between State agencies responsible for the administration and/or supervision of both Title V and Title XIX of the Social Security Act. The following specific sections delineate the authority and intent of this Agreement.

A. Legislative

Title XIX of the Social Security Act (Grants to States for Medical Assistance Programs). Section 1902(a)(11)(A) provides for the entering into cooperative arrangements with the State agencies responsible for administering and/or supervising the administration of services to ensure maximum utilization of such services. Section 1902(a)(11)(B) requires